IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent 6,353,038

Allan AHO et al.

Serial Number: 09/446,630

Issued: March 5, 2002

For: NOVEL PLASTIC BASED COMPOSITE AND ITS USE

PETITION FOR ACCEPTANCE OF UNAVOIDABLY DELAYED MAINTENANCE FEE PAYMENT PURSUANT TO 37 C.F.R. § 1.378(b)

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

May 4, 2012

Sir:

The patent owner petitions for acceptance of the second maintenance fee for U.S. Patent 6,353,038 ("the '038 patent") pursuant to 37 C.F.R. § 1.378(b). The facts supporting this Petition, corroborated by accompanying declarations and exhibits, are set forth below:

1. The '038 patent issued March 5, 2002 and claims a composite intended for medical use. Maintenance fees would become due September 5, 2005, September 5, 2009 and September 5, 2013.

**Steps Taken To Ensure Timely Payment of the Maintenance Fees** 

2. Vivoxid Oy ("Vivoxid"), the current assignee of the '038 patent, is a small company located in Turku, Finland. Vivoxid's research is directed to bioactive and

bioresorbable silica- and titanium oxides, and to specific understanding of how these materials and surface technologies react favorably with living tissue.

- 3. Vivoxid currently has 7 employees. It has never employed more than 30 people, and has never had personnel solely dedicated to patent matters. Of necessity, the responsibility for intellectual property protection, including maintenance fee payments, has been the responsibility of an employee who has additional, non-IP responsibilities.
- 4. Upon issuance of the '038 patent, Vivoxid's Finnish patent counsel arranged for Patrafee Oy AB ("Patrafee"), a commercial annuity payment service, to docket all maintenance fees for the '038 patent. The applicable maintenance fee payment dates for the '038 patent were correctly entered by Patrafee into its docketing system.
- 5. On March 13, 2003 Vivoxid contracted with Patrafee. Under their agreement, Patrafee would send annuity reminders directly to Vivoxid, and would pay all annuities listed on its reminder automatically unless Vivoxid timely instructed Patrafee in writing that one or more specific patents or pending applications listed in the annuity reminder was to be abandoned.
- 6. The first maintenance fee for the '038 patent was timely paid August 12, 2005 by Patrafee on behalf of Vivoxid.

# Facts Surrounding Non-payment of the Second Maintenance Fee

- 7. In 2009, Vivoxid's global patent portfolio comprised more than 15 patent families, with some families having more than 20 pending applications and issued patents.
- 8. In practice, Patrafee sends a reminder to Vivoxid listing annuities and maintenance fees which will become due in the next few months. Each of these fees will be paid <u>unless</u> Vivoxid instructs Patrafee in writing not to pay a specific annuity or maintenance fee two months from the due date. Moreover, Patrafee would invoice Vivoxid for payment of these fees <u>prior</u> to actual payment. Exhibit 1 is a Patrafee reminder dated March 5, 2009 to Vivoxid which correctly lists the '038 patent, its second maintenance fee due date of 5 September 2009, and Vivoxid's patent family reference "Sulamuovi".
- 9. The Vivoxid reference "Sulamuovi" is an internal Vivoxid shorthand for a patent family which includes the '038 patent. Exhibit 1 lists 2 other patents (Finnish patent appln. 0994736 and Swiss patent appln. 0994736) in the same "Sulamuovi" patent family. Two Japanese applications, which belong to different patent families ("Tigeeli" and "Lonkkaprotpinnoitus") are also listed in Exhibit 1.
- 10. The second maintenance fee was inadvertently <u>not</u> paid due to (1) a mistake associating the '038 patent with the wrong Vivoxid patent family reference

("Lonkkaprotpinnoitus" rather than "Sulamuovi"), and (2) either non-receipt or loss by Vivoxid of a Patrafee letter confirming the '038 patent was to be abandoned.

- 11. Exhibit 2 is an e-mail dated March 12, 2009 from a Vivoxid employee, Mr. Lucchesi to Peter Holmqvist, a Patrafee employee. Mr. Lucchesi was responsible for intellectual property matters, including patent renewals, for Vivoxid Oy at the time. Exhibit 2 refers to an invoice listing maintenance fees for several patent families, and informs "Ti-geeli" Patrafee that Vivoxid wishes permit the and to "Lonkkaproteesipinnoitus" patent families to lapse.
- 12. Exhibit 3 is an e-mail dated June 5, 2009 from Mr. Holmqvist to Mr. Lucchesi acknowledging his instructions regarding the non-payment of annuities for the "Tigeeli" and "Lonkkaprotpinnoitus" patent families ("These are August cases"). Importantly, he then associates the '038 patent with the wrong Vivoxid patent family reference:

"In September only one: US 6353038 Lonkkaprotpinnoitus"

13. Mr. Lucchesi mistakenly assumed, from Exhibit 3, that the '038 patent was part of the "Lonkkaprotpinnoitus" patent family. This mistaken assumption is evident from Exhibit 4, which is an e-mail reply dated June 5, 2009 from Mr. Lucchesi to Mr.

<sup>&</sup>lt;sup>1</sup> "Lonkkaproteesipinnoitus" is a Finnish compound noun meaning "hip prosthesis coating". The more commonly-used version "Lonkkaprotpinnoitus" is a slightly abbreviated form of the compound noun.

Holmqvist confirming the September "payment" refers to the patent families which Vivoxid is abandoning, and thus the payment can be canceled at once. The '038 patent number is not recited in Exhibit 4.

- 14. Exhibit 5 is an internal Patrafee e-mail dated June 5, 2009 from Mr. Holmqvist to Patrafee's main e-mail address, for which Ms. Maj-Len Bussman, another Patrafee employee, was responsible that day. Exhibit 5 states the '038 patent is to be allowed to lapse.
- 15. Exhibit 6 is a confirmation letter dated June 9, 2009 Patrafee mailed to Mr. Lucchesi which states Patrafee's understanding that the '038 patent was to be permitted to lapse by non-payment of the second maintenance fee. Exhibit 6 contains the correct patent number and the correct Vivoxid patent family reference "Sulamuovi".
- 16. Exhibit 6 is a file copy provided by Patrafee. Vivoxid has not located the original of Exhibit 6. In particular, Exhibit 6 is not in Vivoxid's "Sulamuovi" or "Lonkkaprotpinnoitus" patent family correspondence files.
- 17. Exhibit 6 was <u>not</u> sent by registered mail. Exhibit 6A is a webpage excerpt from the Finnish national public broadcasting company Yleisradio which reports that in 2009 about 8500 letters were never delivered to recipients in Finland. The 8500 figure is based on the number of complaints; the actual amount of mail which was never received in Finland in 2009 may be more or less.

- **PATENT**
- 18. Exhibit 7 is a carbon copy of Exhibit 6 which was received by Vivoxid's Finnish patent counsel, Turun Patenttitoimisto Oy ("Turun"). Exhibit 7 indicates the original had been sent to Mr. Lucchesi of Vivoxid.
- 19. Exhibit 8 is a letter dated June 9, 2009 from Patrafee and addressed to Vivoxid's U.S. patent counsel, James C. Lydon, stating their client is no longer interested in the '038 patent, and instructing that it be permitted to lapse by not paying the annuity. Exhibit 8 lists the correct patent number and Mr. Lydon's correct docket number (TUR-087).
- 20 Exhibit 9 is a Maintenance Fee Reminder mailed October 12, 2009 for the second maintenance fee for the '038 patent. The Reminder was <u>not</u> forwarded to Turun in view of Exhibit 8.
- 21. Exhibit 10 is a Notice of Patent Expiration mailed April 5, 2010 for the '038 patent. Mr. Lydon forwarded Exhibit 10 to Turun by letter dated April 20, 2010.
- 22. Turun did not forward the Notice of Patent Expiration to Vivoxid because it believed the '038 patent to be properly abandoned in view of Patrafee's confirmation letter (Exhibit 7).

### Date and Manner in Which Vivoxid Became Aware of Expiration of the '038 Patent

- 23. In late 2009 Vivoxid split into two companies: Vivoxid and BonAlive Biomaterials Ltd. ("BonAlive"). Mr. Lucchesi became an employee of BonAlive at this time. Responsibility for Vivoxid's IP matters, including maintenance fee payments, was transferred to another Vivoxid employee, Dr. Jukka Tuominen.
- 24. Exhibit 11 is a Patrafee annuity reminder dated March 5, 2012 and addressed to Dr. Tuominen which lists annuity and maintenance fees to be paid within the next few months. Eleven "Sulamuovi" patent applications are listed.
- 25. On March 28, 2012 Dr. Tuominen's reviewed Exhibit 11, and noticed that, although annuity fees for other members of the Sulamuovi patent family were listed, the U.S. counterpart was not listed. He sent an e-mail to Turun that day to question whether the '038 patent fee had been left unpaid, and whether it could be revived.
- 26. On March 29, 2012 Mr. Kim Roering of Turun confirmed to Dr. Tuominen the '038 patent had lapsed because the second maintenance fee had not been paid. Accordingly, Vivoxid became aware the '038 patent had expired on or about March 29, 2012.

### **Steps Taken to File Revival Petition**

- 27. On March 30, 2012, Mr. Roering of Turun informed the undersigned that the '038 patent's expiration was unintentional, and provided me with the results of a preliminary investigation into the non-payment of the second maintenance fee.
- 28. From March 30, 2012 to the filing of this petition, the undersigned has worked to prepare a grantable petition for acceptance of the second maintenance fee for the '038 patent.

### Argument

# I. Vivoxid's Reliance Upon A Commercial Annuity Payment Service Was Prudent And Reasonable

Vivoxid exercised due care and diligence to ensure its patent portfolio - including the '038 patent - was maintained through timely payment of annuities and maintenance fees. Being a small company, Vivoxid could not devote the personnel and time required to administer its annuity payments in-house. Instead, it relied upon an established commercial annuity payment service to ensure timely payment of the '038 patent's maintenance fees.

## A. Patrafee Specializes in Annuity Payments

Patrafee has developed an expertise in monitoring and payment of annuities world-wide.<sup>2</sup> It has thousands of annuity payment customers, and deals with IP law firms, in-house corporate IP departments, and individual inventors.

Patrafee advertises that outsourcing patent annuity payments will "provide significantly greater security, as there will be virtually zero risk of missing a payment." There are established procedures to ensure the correct dates for new annuity cases are docketed which include internal checks and client confirmation of a computer-

<sup>&</sup>lt;sup>2</sup>Declaration of Christina Sunnercrantz, Paragraph 2.

<sup>&</sup>lt;sup>3</sup>Exhibit A. Other advantages include savings in time and cost, and a better overview of the client's IP portfolio.

PETITION FOR ACCEPTANCE OF UNAVOIDABLY DELAYED MAINTENANCE FEE PAYMENT PURSUANT TO 37 C.F.R. § 1.378(b)

generated report listing these dates.<sup>4</sup> Patrafee also has established computerized procedures to send timely annuity reminders to clients, and will not remove an annuity case from its records unless written abandonment instructions are received from the client.<sup>5</sup> Finally, Patrafee mails a confirmation letter to a client who has instructed Patrafee to abandon an annuity case to ensure there has be no mistake.<sup>6</sup>

# B. Vivoxid Chose Patrafee's More Secure Automatic Annuity Payment System

Vivoxid's decision to use Patrafee's automatic annuity payment system is further evidence Vivoxid exercised due care to ensure timely payment of the '038 patent's maintenance fees. Vivoxid *could* have chosen a default system in which annuities would not be paid in the absence of specific instructions. Instead, Vivoxid contracted for a more secure annuity payment system in which Patrafee would automatically pay all annuities - including maintenance fees - unless it received specific instructions from Vivoxid to abandon a specific patent or pending application. Otherwise known as Patrafee's "standing order service", it provides "maximum"

<sup>&</sup>lt;sup>4</sup>Declaration of Christina Sunnercrantz, Paragraphs 5-8.

<sup>&</sup>lt;sup>5</sup><u>Id.</u>, Paragraph 10.

<sup>&</sup>lt;sup>6</sup><u>Id.</u>, Paragraph 13.

<sup>&</sup>lt;sup>7</sup>ld., Paragraph 11.

<sup>&</sup>lt;sup>8</sup><u>Id.</u>, Paragraph 12.

security" that Vivoxid's annuities - including the '038 patent's maintenance fees - will be paid.<sup>9</sup>

# C. <u>Vivoxid Reasonably Relied Upon Mr.</u> Lucchesi to Manage Its IP Portfolio

Vivoxid's selection of Mr. Lucchesi to oversee Patrafee's administration of Vivoxid's annuity fee payments was reasonable. Although not formally trained in intellectual property matters, Mr. Lucchesi is highly educated. He had earned an undergraduate degree in biotechnology engineering, and had pursued graduate studies in biosciences. See Mr. Lucchesi's curriculum vitae attached to his declaration.

Moreover, Mr. Lucchesi was considered reliable and capable of overseeing Patrafee. <sup>10</sup> In short, Vivoxid's decision to entrust the docketing, monitoring and payment of its annuity cases to Patrafee, and to appoint Mr. Lucchesi to oversee Patrafee, was reasonable and prudent.

<sup>&</sup>lt;sup>9</sup>Exhibit A.

<sup>&</sup>lt;sup>10</sup>Declaration of Jukka Tuominen, Paragraph 9.

# II. The Delay in Payment Resulted From Miscommunication

The '038 patent expired due to a miscommunication between Mr. Lucchesi and Mr. Holmgvist.

# A. The Miscommunication Was The Cause of the Delay in Payment of the Second Maintenance Fee for the '038 Patent

Mr. Holmqvist was the Patrafee employee who would send Vivoxid its annuity reminders, and otherwise communicate with Vivoxid regarding payment or nonpayment of annuities. He was considered reliable and accurate. Nevertheless, Mr. Holmqvist mistakenly used the wrong Vivoxid patent family reference in an e-mail pointing out a payment for the '038 patent was coming due. Mr. Lucchesi did not catch Mr. Holmqvist's error, and mistakenly assumed the '038 patent was part of a different patent family. He accordingly instructed Mr. Holmqvist to abandon the '038 patent by not paying the second maintenance fee. Mr. Holmqvist conveyed this erroneous instruction to his Patrafee colleagues, and the second maintenance fee was not paid.

<sup>&</sup>lt;sup>11</sup>Declaration of Christina Sunnercrantz, Paragraphs 17-18.

<sup>&</sup>lt;sup>12</sup>Declaration of Jimmy Lucchesi, Paragraph 15; Declaration of Dr. Jukka Tuominen, Paragraph 13.

<sup>&</sup>lt;sup>13</sup><u>Id.</u>, Paragraph 16.

<sup>&</sup>lt;sup>14</sup>Declaration of Christina Sunnercrantz, Paragraph 24.

Mr. Lucchesi cannot explain why he did not catch Mr. Holmqvist's error. However, it is entirely understandable that Mr. Lucchesi would focus on the patent family reference rather than the '038 patent number. The function and purpose of Vivoxid's patent family reference was to be a shorthand for the patented invention. The patent family reference is designed to be easily recognizable and descriptive. In contrast, a patent number is not descriptive; it is simply a string of integers having no logical relationship to the subject matter of the patented invention. It should also be noted Mr. Lucchesi was laboring under an increased workload at the time of the miscommunication. 16

# B. Patrafee Had In Place Standard Procedures for Abandoning Annuity Cases Which Could Reasonably Be Relied Upon to Avoid or Correct Human Error

Patrafee would not remove an annuity case from its computer system unless the client provided written instructions to Patrafee to abandon the case. Importantly, Patrafee also mailed a confirmation letter to the client stating the case is to be abandoned, identifying the case by its patent or application number and also by the client's reference number.<sup>17</sup> The purpose of the confirmation letter is to ensure there

<sup>&</sup>lt;sup>15</sup>Declaration of Jimmy Lucchesi, Paragraph 17.

<sup>&</sup>lt;sup>16</sup>ld.

<sup>&</sup>lt;sup>17</sup>Declaration of Christina Sunnercrantz, Paragraph 13.

has been no miscommunication or other mistake between Patrafee and the client, and that the client truly intends for the specific annuity case to be abandoned.

It should be noted Patrafee followed these standard procedures when mistakenly abandoning the '038 patent.<sup>18</sup> Thus, Patrafee mailed a confirmation letter to Vivoxid which correctly identified the '038 patent by patent number, <u>and</u> its "Sulamuovi" patent family reference.<sup>19</sup> In short, Patrafee's standard procedures for confirming the client actually intended to abandon a specific annuity case could reasonably be relied upon to avoid or correct miscommunication between the client and Patrafee.

It is extremely likely Exhibit 6 would have prevented the delay in payment of the '038 patent's second maintenance fee if Mr. Lucchesi had received it. However, Vivoxid either never received Patrafee's confirmation letter, or misplaced it before it could be acted upon by Mr. Lucchesi.<sup>20</sup> In this regard, the Finnish national public broadcasting company has reported that about 8500 letters were never delivered to Finnish addressees during 2009.<sup>21</sup>

<sup>&</sup>lt;sup>18</sup><u>Id.</u>, Paragraph 25.

<sup>&</sup>lt;sup>19</sup>Exhibit 6.

<sup>&</sup>lt;sup>20</sup>Declaration of Jimmy Lucchesi, Paragraph 19; Declaration of Dr. Jukka Tuominen, Paragraph 16.

<sup>&</sup>lt;sup>21</sup>Exhibit 6A.

# C. Mr. Holmqvist Was Trained and Very Experienced in Patent Annuity Fee Docketing, Monitoring and Payments

As demonstrated above, Vivoxid exercised due care by reasonably relying upon Patrafee to handle the docketing, monitoring and payment of its annuity fees. In similar fashion, it was reasonable for Patrafee to rely upon its employee Mr. Holmqvist to perform these functions.

Mr. Holmqvist was <u>not</u> a temporary employee, or a newly- hired employee with little or no training in annuities or Patrafee's internal procedures. Instead, Mr. Holmqvist was a trusted, long-term Patrafee employee whose scope of employment included docketing, monitoring and payment of annuities.

# 1. Mr. Holmqvist Was Sufficiently Trained

Mr. Holmqvist was very well trained in all aspects of Patrafee's procedures for docketing, monitoring and payment of annuity fees. He was reliable and performed his work carefully.<sup>22</sup>

# 2. Mr. Holmqvist Was Very Experienced In Annuity Payments

Mr. Holmqvist had worked in a Finnish IP firm for 8 years as an Annuity Department Manager before joining Patrafee.<sup>23</sup> At the time of the miscommunication Mr. Holmqvist had been a Key Account Manager in Patrafee's Patent Annuities and

<sup>&</sup>lt;sup>22</sup>Declaration of Christina Sunnercrantz, Paragraph 18.

<sup>&</sup>lt;sup>23</sup><u>Id.</u>, Paragraph No. 15.

Renewals Department for 10 years.<sup>24</sup> Accordingly, he had approximately <u>18</u> years experience in annuity docketing, monitoring and payment.

In short, Patrafee's reliance upon a veteran, reliable employee, Mr. Holmqvist, to accurately perform his work, <u>i.e.</u>, the docketing, monitoring and payment of annuities, was reasonable.

# III. The Entire Delay in Payment of the Second Maintenance Fee Was Unavoidable

As demonstrated above, Vivoxid had contracted with Patrafee, an established annuity payment service, and selected Patrafee's automatic annuity payment system, to ensure its annuities would be timely paid. Patrafee had correctly docketed the '038 patent's maintenance fee dates, and had timely paid the first maintenance fee. Moreover, Patrafee had standard procedures in place to ensure that an annuity case was not erroneously abandoned. These procedures included (1) maintaining each annuity case in Patrafee's computer system until written instructions to abandon a specific patent or application were received from the client and (2) mailing a confirmation letter to a client who instructed an annuity case was to be abandoned.

<sup>&</sup>lt;sup>24</sup><u>Id.</u>, Paragraph 16.

# A. The Delay Which Resulted in Expiration Of the '038 Patent Was Unavoidable

A reasonably prudent person could not have foreseen the combination of human error and Vivoxid's non-receipt of Patrafee's confirmation letter which led to the delay in payment of the second maintenance fee of the '038 patent. First, Vivoxid could not have foreseen or expected that (a) a Patrafee employee, expert in maintenance fee payments, would make a mistake, and (b) Mr. Lucchesi would not catch Mr. Holmqvist's error. Second, Vivoxid could not have reasonably foreseen that it would not receive Patrafee's confirmation letter or, alternatively, that it would be misplaced. Instead, Vivoxid and Patrafee were justified in presuming the Finnish mail service would deliver the mail to Finnish recipients. Specifically, Patrafee reasonably relied upon the Finnish mail service to deliver its confirmation letter to Vivoxid. Mr. Lucchesi would have caught the error if he had received Patrafee's confirmation letter because the letter contained the correct patent number and the correct patent family reference.

# B. The Delay Between Expiration of the '038 Patent And Discovery Of Its Expiration Was Unavoidable

There was no reason for Vivoxid to revisit the '038 patent's status after June, 2009. Vivoxid erroneously believed the second maintenance fee for the '038 patent to be timely paid. This belief is reasonable because (1) the first maintenance fee had been timely paid, (2) Vivoxid had contracted for Patrafee's <u>automatic</u> annuity payment system, and (3) Vivoxid had never intentionally instructed Patrafee to abandon the

'038 patent.<sup>25</sup> Instead, Mr. Lucchesi erroneously instructed Mr. Holmqvist to not to pay the "August payment" on the mistaken belief it referred to a patent belonging to the "Lonkkaprotpinnoitus" patent family.

The Patent Office mailed both a Maintenance Fee Reminder<sup>26</sup> and a Notice of Patent Expiration<sup>27</sup> concerning the '038 patent. However, Patrafee had previously informed both Finnish and U.S. counsel the '038 patent was being abandoned <u>before</u> these documents were received.<sup>28</sup> There was no reason to question Patrafee's instructions, which were typical of similar instructions received in the past concerning other patents, and thus these documents were <u>not</u> forwarded to Vivoxid.<sup>29</sup>

Vivoxid's delay in payment of the second maintenance fee between expiration of the '038 patent and the discovery of its expiration is unavoidable because (1) it had a reasonable belief that the maintenance fee would automatically be paid in the absence of express instructions to abandon the '038 patent, (2) it had no actual knowledge of the '038 patent's expiration because of the non-receipt of Patrafee's

<sup>&</sup>lt;sup>25</sup>Declaration of Dr. Jukka Tuominen, Paragraph 18.

<sup>&</sup>lt;sup>26</sup>Exhibit 9.

<sup>&</sup>lt;sup>27</sup>Exhibit 10.

<sup>&</sup>lt;sup>28</sup>Exhibits 7 and 8.

<sup>&</sup>lt;sup>29</sup>Declaration of James C. Lydon, Paragraphs 7-15.

confirmation letter, and (3) it did not receive the Notice of Patent Expiration because Patrafee had informed Finnish and U.S. counsel the '038 patent was to be abandoned.

MAINTENANCE FEE PAYMENT PURSUANT TO 37 C.F.R. § 1.378(b)

# C. The Delay Which Continued After Discovery Of the '038 Patent's Expiration Was Unavoidable

Vivoxid discovered the '038 patent had expired on or about March 29, 2012.<sup>30</sup> Since then it has moved promptly to file a grantable petition for acceptance of the second maintenance fee. Specifically, Vivoxid's Finnish counsel immediately made a preliminary investigation and informed the undersigned of the '038 patent's expiration the next day, March 30, 2012.<sup>31</sup> From March 30, 2012 to the present the undersigned has worked to prepare a grantable petition for acceptance of the second maintenance fee.<sup>32</sup>

The time required to prepare this petition could not have been shortened, particularly in view of the detailed factual showing required to demonstrate unavoidable delay in payment of the second maintenance fee. Accordingly, the entire delay in payment of the second maintenance fee for the '038 patent was unavoidable.

<sup>&</sup>lt;sup>30</sup>Declaration of Dr. Jukka Tuominen, Paragraphs 19 & 20.

<sup>&</sup>lt;sup>31</sup>Declaration of James C. Lydon, Paragraph 16.

<sup>&</sup>lt;sup>32</sup><u>ld</u>., Paragraph 17.

### CONCLUSION

Vivoxid has prudently relied upon a commercial annuity payment service for timely and automatic payment of the '038 patent's second maintenance fee. Patrafee, in turn, had correctly docketed the maintenance fee payment dates for the '038 patent and its correct patent family name, into its computer system. Patrafee had also assigned a trusted, long term employee having expertise in annuity payments to handle the Vivoxid account. Finally, Patrafee had established procedures which could be reasonably relied upon to avoid any errors in the abandonment of its clients' annuity cases. In short, Vivoxid has exercised the care and diligence that is used by prudent and careful men in relation to their most important business.

It is unexpected and unforeseeable that (1) Mr. Holmqvist mistakenly associated the the '038 patent with the wrong Vivoxid patent family, (2) Mr. Lucchesi failed to catch the mistake and erroneously instructed Mr. Holmqvist to abandon the '038 patent, and (3) Vivoxid's confirmation letter would be either lost by the Finnish mail service or misplaced by Vivoxid, yet received by Finnish and U.S. counsel. This is the sort of unexpected and unforeseen imperfection in trustworthy and reliable employees and mail agencies which may properly be said to be unavoidable. See In re Mattullath, 38 App. D.C. 497, 514-15 (1912) ("If unexpectedly, or through the unforeseen fault or imperfection [of trustworthy and reliable employees and the ordinary agencies of mail and telegraph], there occurs a failure, it may properly be said

PETITION FOR ACCEPTANCE OF UNAVOIDABLY DELAYED

MAINTENANCE FEE PAYMENT PURSUANT TO 37 C.F.R. § 1.378(b)

to be unavoidable, all other conditions of promptness in its rectification being

present.")

**ACTION REQUESTED** 

The Patent Office is requested to accept payment of the second maintenance

fee for U.S. Patent 6,353,038, and to restore this patent to unexpired status.

The second maintenance fee and surcharge required by 37 C.F.R. § 1.20(i)(1)

are being paid today. The Commissioner is authorized to charge any additional fee

required by this Petition to Deposit Account 50-1258.

Respectfully submitted,

/James C. Lydon/

James C. Lydon

Reg. No. 30,082

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**Enclosures:** 

PTO/SB/65

List of Exhibits w/Exhibits 1-11, Exhibits A & B

Declaration of Mr. Jimmy Lucchesi

Declaration of Ms. Christina Sunnercrantz

Declaration of Dr. Jukka Tuominen

Declaration of James C. Lydon

21

#### **PATENT**

### List of Exhibits 1-11

- 1 Patrafee reminder dated March 5, 2009 to Vivoxid
- 2. E-mail dated March 12, 2009 from Mr. Lucchesi to Mr. Holmqvist
- 3. First E-mail dated June 5, 2009 from Mr. Holmqvist to Mr. Lucchesi
- 4. E-mail reply dated June 5, 2009 from Mr. Lucchesi to Mr. Holmqvist
- 5. E-mail dated June 5, 2009 from Mr. Holmqvist to Ms. Bussman
- 6. Letter dated June 9, 2009 from Patrafee to Mr. Lucchesi
- 6A. Excerpt of webpage (http://svenska.yle.fi/nyheter/sok.php? id = 220077&lookfor = &sokvariant = arkivet&advanced = yes&antal = 10) reporting on news published by Finland's national public broadcasting company Yleisradio
- 7. Letter dated March 9, 2009 from Patrafee to Turun Patenttitoimisto Oy
- 8. Letter dated March 9, 2009 from Patrafee to Mr. Lydon
- 9. Maintenance Fee Reminder mailed October 12, 2009
- 10. Notice of Patent Expiration mailed April 5, 2010
- 11. Patrafee reminder to Vivoxid dated March 5, 2012

### List of Exhibits A & B

- A. Patrafee Annuity Payment Services taken from webpage (http://www.patrafee.com/files/patent\_annuity\_payment\_services.pdf)
- B. First Maintenance Fee Statement for U.S. Patent 6,353,038

Asiakasnro: 89513

05 maaliskuuta 2009

# PATENTTIEN JA PATENTTIHAKEMUKSIEN VUOSIMAKSUT Palvelutaso 3 – puolivuosittainen ilmoitus

Muistutamme, että alla lueteltujen patenttien/patenttihakemuksien vuosimaksut erääntyvät mainittuina päivinä. Suoritamme kyseiset maksut ellemme saa Teiltä vastakkaista määräystä kirjallisesti kaksi kuukautta ennen eräpäivää.
Pidätämme oikeuden valuuttakurssien muutoksiin ja virallisten maksujen korotuksiin.

VIVOXID OY Jimmy Lucchesi TYKISTÖXATU 4 A FI-20520 TURKU FINLAND

Ystävällisin terveisin Patrafee AB

Mikāli haluatte jonkin patentin/hakemuksen raukeavan, merkitkāš rasti alla olevaan ruutuun ja lähettäkää meille kopio viimeistään kaksi kuukautta ennen eräpäivää.

MAA	PAT/HAK.NRO	erāpāivā	v.maksu- nro	HINTA HAKIJA EUR	VIITTEENNE
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	6353038 tentti/hakemus saa	05 syysk. 09 raueta 🔲	7.5	1428.21 Vivoxid Oy	SULAMUOVI
Patrafee AB	Address: Box 9604	Telephone: +358 9 700 295 40	e-mail: info@patrafee.com	Eerik HANDELSBANKEN	
Org.No: 556449-2436 VAT.No: SE556449243601	SE-117 91 STOCKHOLM Sweden Vistors: Knikmakargalari 37	Telefax: +358 9 64 03 12	Internet: www.patrafee.com	Account: 313130-1057231	

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5 March 2009

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# PATENT AND PATENT APPLICATION ANNUITIES

Service level 3 - notification every six months

VIVOXID OY Jimmy Lucchesi TYKISTÖKATU 4 A FI-20520 TURKU FINLAND

We remind you that the annuities of the below listed patents/patent applications fall due on the days mentioned. We will make the payments in question unless we receive orders to the contrary from you in writing two months before the due date. We reserve the right for currency exchange rate variations and increases in official fees.

Kind regards Patrafee AB

If you wish for a patent/application to lapse, mark an x in the box below and send us a copy at least two months before the due date.

	PAT./APPL.NR.	DUE DATE	ANNUITY NR.	COST EUR	APPLICANT	YOUR REF.
Finland	102682	31 July 09	14	621.00	Vivoxid Oy	Iskuluja biohajoava materiaali
The above-m	entioned patent/	application is allowed	to lapse		•	
Finland	0994736	31 July 09	12	521.00	Vivoxid Oy	SULAMUOVI
The above-m	entioned patent/	application is allowed	to lapse		•	
		24 1.1. 00	12	439.17	Vivoxid Ov	CI II ANGUOVI
Switzerland	0994736	31 July 09	12	433.17	VIVOXIQ UV	SULAMOUVI
Switzerland The above-m		application is allowed		433.17	vivoxia Oy	SULAMUOVI
The above-m		•		1015.53	<u> </u>	
The above-m Japan	nentioned patent/ 3220150	application is allowed	to lapse		Vivoxid Oy	TI-GEELI
The above-m Japan The above-m	nentioned patent/ 3220150	application is allowed	to lapse		Vivoxid Oy	TI-GEELI
The above-m Japan The above-m Japan	3220150 nentioned patent/ 3465796	application is allowed  10 August 09  application is allowed	9 to lapse	1015.53	<u> </u>	
The above-m Japan The above-m Japan	3220150 nentioned patent/ 3465796	10 August 09 application is allowed application is allowed 29 August 09	9 to lapse	1015.53	Vivoxid Oy	TI-GEELI

From:

Jimmy Lucchesi [mailto:Jimmy.Lucchesi@vivoxid.com]

Sent:

Thursday, March 12, 2009, 5:03 PM

To:

Peter Holmqvist

Subject:

**Annuities** 

Hi Peter,

I just remembered that we have received an invoice with the due date 19 March 2009, which includes a long list of annuities for different patent families. We have however recently made decisions regarding certain families, which means that many of the patents mentioned in the invoice will be allowed to lapse. How will we handle this now so close to the due date? The families which will lapse belong to the families "Ti-geeli" and "Lonkkaproteesipinnoitus".

Regards, Jimmy

# Patrafee

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E-mail: peler.holmqvist@patrafee.com

www.patrafee.com

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----Original Message-----

From: Jimmy Lucchesi [mailto:Jimmy.Lucchesi@vivoxid.com]

Sent: Thursday, March 12, 2009 5:03 PM

To: Peter Holmqvist Subject: Vuosimaksuja

Hei Peter,

Muistin Juuri, että olemme saaneet laskun jossa eräpäivä on 19.3.09, ja jossa on pltkä liuta eri patenttiperhelden vuosimaksuja. Olemme kuitenkin hiljattain tehneet päätöksiä eräiden perhelden osalta, joka tarkoittaa sitä, että monet laskussa mainitut patentit annetaan erääntyä. Miten holdamme tämän nyt näin lähellä eräpäivää? Erääntyvät patentit kuuluvat perhelsiin "Ti-Geell" sekä "Lonkkaproteesipinnoitus".

Tervelsin, Jimmy From:

Peter Holmqvist [mailto:peter.holmqvist@patrafee.com]

Sent:

June 5, 2009, 12:44 PM

To: Subject: Jimmy Lucchesi Annuities

Hello

Ok – will be handled These are August cases

In September only one: US 6353038 Lonkkaprotpinnoitus

Best regards

Peter

Patrafee Ab
Peter Holmqvist
Key Account Manager

#### **Patrafee**

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E-mail: peter.holmqvist@patrafee.com

www.patrafee.com

Lähettäjä: Peter Holmqvist [mailto:peter.holmqvist@patrafee.com]

**Lähetetty:** 5. kesäkuuta 2009 12:44 **Vastaanottaja:** Jimmy Lucchesi

Aihe: SV: Vuosimaksuja

Terve

Ok - holdetaan

Nämä ovatkin elokuun keissejä

Syyskuussa ainoastaan yksi: US 6353038 Lonkkaprotpinnoitus

Mvh Peter

Patrafee Ab

Peter Holmqvist

Key Account Manager

# **Patrafee**

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Visitors: Krukmakargatan 37 Phone: +358 9 70029540 Cell: +358 50 3310057 Fax: +358 9 640312

E-mail: peter.holmovist@natrafee.com

www.patrafee.com

From:

Jimmy Lucchesi [mailto:Jimmy.Lucchesi@vivoxid.com]

Sent:

June 5, 2009, 11:48 AM

To:

Peter Holmqvist

Subject:

**Annuities** 

Hello,

Right, payment from us in July and from you in August...

That September payment belongs to these families that we are abandoning, so that payment can also be cancelled at once.

Jimmy

Från: Jimmy Lucchesi [malito:Jimmy.Lucchesi@vivoxid.com]

**Skickat:** den 5 juni 2009 11:48

Till: Peter Holmqvist Ämne: VS: Vuosimaksuja

Terve,

Aivan, maksu meiltä helnäkuussa ja telltä elokuussa...

Tuo syyskuun maksu kuuluu näihin perheisiin joista olemme luopumassa, joten senkin vuosimaksun voisi saman tien peruttaa.

Jimmy

# Maj-Len Bussman

From:

Peter Holmqvist

Sent:

June 5, 2009, 11:52 AM

To:

Info

Subject:

**Annuities** 

US 6353038 is allowed to lapse

Best regards

PΗ

# Maj-Len Bussman

Från: Skickat:

Peter Holmqvist den 5 juni 2009 11:52 info

Till: Ämne:

VB: Vuosimaksuja

Us 6353038 skall falla

Mvh PH



Vivoxid Oy Jimmy Lucchesi Biolinja 12 FI-20750 TURKU Finland

Viitteemme: 271391 09 kesäkuuta 2009

Patentti nro: 6353038 U S A

Julkaisunro:

Haltija: Vivoxid Oy Viitteenne: SULAMUOVI

Kiitämme ohjeistanne ja vahvistamme, että yllä mainittu patentti saa raueta siten, että emme maksa vuosimaksua, joka erääntyy 05 syyskuuta 2009 .

Patentti raukeaa lopullisesti 05 maaliskuuta 2010 .

Pyydämme Teitä tarkistamaan, että olemme ymmärtäneet ohjeenne oikein.

Ystävällisin terveisin

Patrafee Oy AB

Carbon copy Turun Patenttitoimisto Oy Åbo Patentbyrå Ab ÅP2829

Org.No. 555449-2436 | Val.No. SE556449243601

# Patrafee®

IPR Renewal Management & Software Solutions

Vivoxid Oy Jimmy Lucchesi Biolinja 12 FI-20750 TURKU Finland

**Our reference**: 271391 9 June 2009

Patent nr: 6353038 USA

**Publication nr:** 

**Proprietor**: Vivoxid Oy

Your reference: SULAMUOVI

We thank you for your instructions and confirm that the above-mentioned patent will be allowed to lapse so that we will not pay the annuity, which falls due on 5 September 2009.

The patent will lapse finally on 5 March 2010.

We ask you to check that we have understood your instructions correctly.

Kind regards

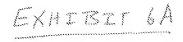
**Patrafee Oy AB** 

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ÅP2829

9906

Your customer number 89513



### More and more letters are lost

(Published 4 July 2011)

A growing number of letters disappear and never reach their recipients, according to until now unknown data from the Communications Bureau which Swedish Yle has found.

In 2006 there were at least 6000 letters that never arrived. Since then the amount has steadily increased. In 2009 about 8500 letters disappeared; 40 percent more than three years earlier.

The numbers from last year are not yet available. The data is based on the amount of customer complaints, so the actual number may be much higher.

Marko Toivari, director of service production at Itella, says that every lost shipment is unfortunate and that Finns should be able to trust the mail delivery.

But we handle so many letters that it is understandable that human errors may occur.

Toivari also mentions some other possible reasons for the rising trend: errors in the sorting machines, insufficient address data on the shipments and vandalism such as letterbox fires.

#### Lost packages are a business secret

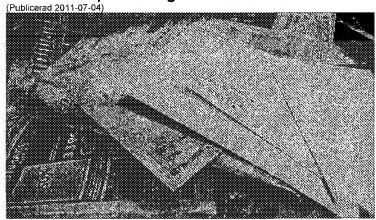
Itella does however not wish to tell how many packages are lost. They call it a business secret. According to the law the company is obliged to publicly inform about the handling of letters, but not necessarily about the handling of packages.

They still point out that the lost packages and letters are only a fraction of the total amount of shipments, and that the Finnish mail does quite well in comparison to many other countries.

If it still happens that your shipment is lost you may receive compensation: 50 euros for a normal letter, 340 euros for a recommended letter and 25 euros per kilogram for a package.

# Nyhetsarkivet

# Allt fler brev på villovägar



Ett växande antal brev försvinner och når aldrig sina mottagare, enligt hittills okända uppgifter från Kommunikationsverket som Svenska Yle tagit del av.

År 2006 var det frågan om åtminstone 6 000 stycken brev som aldrig kom fram. Efter det har mängden ökat stadigt. År 2009 försvann omkring 8 500 brev; 40 procent fler än tre år tidigare.

Siffrorna för fjolåret är inte tillgängliga än. Uppgifterna är baserade på antalet kundklagomål så det verkliga antalet kan vara mycket större.

Marko Toivari, chef för serviceproduktionen vid Itella, säger att varje försvunnen försändelse är beklaglig och att finländarna borde kunna lita på postgången.

- Men vi hanterar så många brev att det är förståeligt att det kan ske mänskliga misstag.

Toivari nämner också några andra möjliga orsaker till den stigande trenden: fel i sorteringsmaskinerna, bristfälliga adressuppgifter på försändelserna och illdåd såsom postlådsbränder.

#### Försvunna paket företagshemlighet

Hur många paket som försvinner vill Itella däremot inte berätta. Man kallar det en företagshemlighet. Enligt lagen är bolaget skyldigt att offentligt informera om hanteringen av brev, men inte nödvändigtvis om pakethanteringen.

Man påpekar ändå att de försvunna paketen och breven bara utgör en bråkdel av den totala mängden försändelser, och att den finländska posten klarar sig ganska bra jämfört med många andra länder.

Om du ändå råkar ut för att din försändelse försvinner kan du få ersättning: 50 euro för ett vanligt brev, 340 euro för ett rekommenderat brev och 25 euro per kilogram för ett paket.



FXHIBIT

Carbon copy

Turun Patenttitoimisto Oy Åbo Patentbyrå Ab PL 99 FI-20521 TURKU Finland

Viitteemme:

271391

09 kesäkuuta 2009

Patentti nro:

6353038 U S A

Julkaisunro:

Haltija: Vivoxid Oy Viitteenne: SULAMUOVI

Kiitämme ohjeistanne ja vahvistamme, että yllä mainittu patentti saa raueta siten, että emme maksa vuosimaksua, joka erääntyy 05 syyskuuta 2009 .

Patentti raukeaa lopullisesti 05 maaliskuuta 2010 .

Pyydamme Teita tarkistamaan, että olemme ymmärtäneet ohjeenne oikein.

Ystävällisin terveisin

Patrafee Oy AB

Original

Vivoxid Oy Jimmy Lucchesi

ÅP2829

Org.No. 556449-2436 | Val. No. SEESS449245801

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Åbo Patentbyrå Ab

PL 99

FI-20521 TURKU

Finland

**Our reference**: 271391 9 June 2009

Patent nr. 6353038 USA

Publication nr.

**Proprietor**: Vivoxid Oy

Your reference: SULAMUOVI

We thank you for your instructions and confirm that the above-mentioned patent will be allowed to lapse so that we will not pay the annuity, which falls due on 5 September 2009.

The patent will lapse finally on 5 March 2010.

We ask you to check that we have understood your instructions correctly.

Kind regards

Patrafee Oy AB

Original Vivoxid Oy

Jimmy Lucchesi

ÅP2829

9906 Your customer number 42175



FXHIBIT

James C. Lydon 100 Daingerfield Road, Suite 10 ALEXANDRIA , VA 22314 USA

Our reference: 271391 Stockholm June 09, 2009

Patent No.: 6353038 in U S A

Publication No.:

Assignee: Vivoxid Oy Your reference: TUR-087

Dear Sirs,

Our client is no longer interested in keeping the above case. Thus, kindly let it lapse by not paying the annuity.

We have cancelled the case from our records.

Yours faithfully,

Patrafee AB

Maj-Len Bussman

ÅP2829



Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov

P75M

JAMES C LYDON LYDON & BROWN 100 DAINGERFIELD ROAD SUITE 100 ALEXANDRIA VA 22314 DATE PRINTED

10/12/09

## MAINTENANCE FEE REMINDER

According to the records of the U.S. Patent and Trademark Office (USPTO) the maintenance fee for the patent(s) listed below (for which the above address is on record as the fee address under 37 CFR 1.363) has not been paid within the six-month period set forth in 37 CFR 1.362(d). THE MAINTENANCE FEE MAY STILL BE PAID WITH THE APPLICABLE SURCHARGE SET FORTH IN 37 CFR 1.20(h), WITHIN THE SIX-MONTH GRACE PERIOD SET FORTH IN 37 CFR 1.362(e).

Unless payment of the maintenance fee and the applicable surcharge is received in the USPTO within the six-month grace period, THE PATENT WILL EXPIRE AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b).

The total payment due is the amount required on the date the fee is paid (and not necessarily the amount indicated below). All USPTO fees (including maintenance fees) are subject to change. Customers should refer to the USPTO Web site (www.uspto.gov) or call the Maintenance Fee Branch at 571-272-6500 for the most current fee amounts for the correct entity status before submitting payment. The total payment due indicated below is based on the entity status according to current Office records (shown below).

Timely payment of the total payment due is required in order to avoid expiration of the patent. A maintenance fee payment can be timely made using the certificate of mailing or transmission procedure set forth in 37 CFR 1.8.

PATENT	FEE	MAINT.	U.S. Appl		APPL. FILING				ATTORNEY DOCKET	
			NUMBER	DATE	DATE					
6353038	1240	65	09446630	03/05/02	02/23/00	2 8	YES	1305	TUR-087	

The maintenance fee and the applicable surcharge can be paid quickly and easily over the Internet at www.uspto.gov by electronic funds transfer (EFT), credit card, or USPTO deposit account payment methods. The mailing address for all maintenance fee payments not electronically submitted over the Internet is: U.S. Patent and Trademark Office, P.O. Box 979070, St. Louis, MO 63197-9000.

Direct any questions about this notice to: Mail Stop M Correspondence, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156. Patentee should determine the relevant patent term for a patent before paying the maintenance fee.



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JAMES C LYDON LYDON & BROWN 100 DAINGERFIELD ROAD SUITE 100 ALEXANDRIA VA 22314 DATE PRINTED
04/05/10

# NOTICE OF PATENT EXPIRATION

According to the records of the U.S. Patent and Trademark Office (USPTO), payment of the maintenance fee for the patent(s) listed below has not been received timely prior to the end of the six-month grace period in accordance with 37 CFR 1.362(e). THE PATENT(S) LISTED BELOW HAS THEREFORE EXPIRED AS OF THE END OF THE GRACE PERIOD. 35 U.S.C. 41(b). Notice of the expiration will be published in the USPTO Official Gazette.

Expired patents may be reinstated in accordance with 37 CFR 1.378 if upon petition, the maintenance fee and the surcharge set forth in 37 CFR 1.20(i) are paid, AND the delay in payment of the maintenance fee is shown to the satisfaction of the Director to have been unavoidable or unintentional. 35 U.S.C. 41(c)(1).

If the Director accepts payment of the maintenance fee and surcharge upon petition under 37 CFR 1.378, the patent shall be considered as not having expired but would be subject to the intervening rights and conditions set forth in 35 U.S.C. 41(c)(2).

For instructions on filing a petition under 37 CFR 1.378 to reinstate an expired patent, customers should call the Office of Petitions Help Desk at 571-272-3282 or refer to the USPTO Web site at www.uspto.gov/web/offices/pac/dapp/petitionspractice.html. The USPTO also permits reinstatement under 37 CFR 1.378(c) by electronic petition (e-petition) using EFS-Web; e-petitions may be automatically granted if all the eligibility requirements are met. For further information on filing an e-petition, please call the Electronic Business Center (EBC) at 866-217-9197 (toll-free) or 571-272-4100 or refer to the EBC's e-petition guide at www.uspto.gov/ebc/portal/efs/petition\_quickstart.pdf.

PATENT NUMBER	U.S. APPLICATION NUMBER		APPLICATION FILING DATE	EXPIRATION DATE	ATTORNEY DOCKET NUMBER	
6353038	09446630	03/05/02	02/23/00	03/05/10	TUR-087	

NOTE: This notice was automatically generated based on the amount of time that elapsed since the date a patent was granted. It is possible that the patent term may have ended or been shortened due to a terminal disclaimer that was filed in the application. Also, for any patent that issued from an application filed on or after June 8, 1995 containing a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121, or 365(c), the patent term ends 20 years from the date on which the earliest such application was filed, unless the term was adjusted or extended under 35 U.S.C. 154 or 156.





Asiakasnro: 89513 Päiväys: 5.3.2012 Sivu: 1/3

## Patenttien/patenttihakemusten vuosimaksut

Tiedoksenne, että alempana mainitussa patentissa/hakemuksessa erääntyy maksettavaksi vuosimaksu (vuosimaksut) ilmoitettuna ajankohtana. Voitte jättää tämän ilmoituksen huomiotta, mikäli haluatte maksaa maksut - maksamme ne automaattisesti ja lähetämme laskun. Mikäli jonkin patentin/hakemuksen on tarkoitus raueta tai muu taho hoitaa maksun; rastittakaa vastaava ruutu ja palauttakaa meille tämän ilmoituksen allekirjoitettu kopio viimeistään kahta kuukautta ennen eräpäivää.

Ystävällisin tervelsin Patrafee AB Vivoxid Oy Jukka Tuominen Biolinja 12 FI-20750 TURKU Finland

Maa	Patentti/hakemusnro	Halfíja	Viitteenne	Vuosi	Eräpäivä (pp-kk-vvvv)	Kulut EUR	Saa raueta	Muu maksaa
Australia	2001279839	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	12.7.2012	699		
Portugali	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	12.7.2012	673		
Turkki	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	12.7.2012	566		
Brasilia	PCT/EP2010/055192	Vivoxid Oy	Newfo-kuitu II	3	20.7,2012	431		
Brasilia	PCT/EP2010/055335	Vivoxid Oy	Composite	3	22.7,2012	431		
Belgia	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	497		
Belgia	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	631		
Espanja	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	615		
Espanja	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	778		
Hollanti	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	927		
Irlanti	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	583		
Irlanti	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	665		
Iso-Britannia	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7,2012	533		

Pidätämme oikeuden mahdollisiin muutoksiin valuuttakursseissa ja maksuissa.

Allekirjoitus ja päiväys:
Nimenselvennys:

Patrafee AB Box 9604 SE-117 91 STOCKHOLM Sweden www.patrafee.com renewals@patrafee.com Phone | Fax

DK +4533914022 | +4533914025 FI +358970029540 | +3589640312

NO +4722415061 | +4722415031 SE +46856644400 | +4687205172 HANDELSBANKEN (EUR):

BIC: HANDFIHH IBAN: FI6031313001057231 International bank account (Handelsbanken)

Acc: 6118-068855098 Swift; HANDSESS

IBAN: SES8 6000 0000 0000 66855098

Org.No. 556449-2436 | Val.No. SE556449243601



**Asiakasnro:** Päiväys: 89513 5.3.2012

Sivu:

2/3

### Patenttien/patenttihakemusten vuosimaksut

Tiedoksenne, että alempana mainitussa patentissa/hakemuksessa erääntyy maksettavaksi vuosimaksu (vuosimaksut) ilmoitettuna ajankohtana. Voitte jättää tämän ilmoituksen huomiotta, mikäli haluatte maksaa maksut - maksamme ne automaattisesti ja lähetämme laskun. Mikäli jonkin patentin/hakemuksen on tarkoitus raueta tai muu taho hoitaa maksun: rastittakaa vastaava ruutu ja palauttakaa meille tämän ilmoituksen allekirjoitettu kopio viimeistään kahta kuukautta ennen eräpäivää.

Ystävällisin terveisin Patrafee AB Vivoxid Oy
Jukka Tuominen
Biolinja 12
FI-20750 TURKU
Finland

Maa	Patentti/hakemusnro	Haitija	Viitteenne	Vuosi	Erāpāivā (pp-kk-vvvv)	Kulut EUR	Saa raueta	Muu maksaa
Iso-Britannia	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	732		
Italia	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	694		
Italia	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	978		
Itävalta	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	1140		
Itävalta	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	1529		
Kreikka	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	632		
Ranska	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	579		
Ranska	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	762		
Ruotsi	01958100.8	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	485		
Ruotsi	98933664.9	Vivoxid Oy	SULAMUOVI	15	31.7.2012	590		
Saksa	60138817.8	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	948		
Saksa	69815106.2	Vivoxid Oy	SULAMUOVI	15	31.7.2012	1492		
Suomi	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	598		

Pidätämme oikeuden mahdollisiin muutoksiin valuuttakursseissa ja maksuissa.

Allekirjoitus ja päiväys:	 
Nimenselvennys:	 

Patrafee AB	
Box 9604	
SE-117 91 STOCKHOLM	
Sweden	
www.patrafee.com	
renewals@patrafee.com	

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SE +46856644400 | +4687205172

HANDELSBANKEN (EUR): BIC: HANDFIHH IBAN: F16031313001057231 International bank account (Handelsbanken)
Acc: 6118-066855098
Swift: HANDSESS
IBAN: SE58 6000 0000 0000 66855098

Org.No. 556449-2436 | Vat.No. SE556449243601



Asiakasnro: 89513 Päiväys: 5.3.2012

Sivu: 3/3

### Patenttien/patenttihakemusten vuosimaksut

Tiedoksenne, että alempana mainitussa patentissa/hakemuksessa erääntyy maksettavaksi vuosimaksu (vuosimaksut) ilmoitettuna ajankohtana. Voitte jättää tämän ilmoituksen huomiotta, mikäli haluatte maksaa maksut - maksamme ne automaattisesti ja lähetämme laskun. Mikäli jonkin patentin/hakemuksen on tarkoitus raueta tai muu taho hoitaa maksun: rastittakaa vastaava ruutu ja palauttakaa meille tämän ilmoituksen allekirjoitettu kopio viimeistään kahta kuukautta ennen eräpäivää.

Ystävällisin terveisin Patrafee AB Vivoxid Oy Jukka Tuominen Biolinja 12 FI-20750 TURKU Finland

Maa	Patentti/hakemusnro	Haltija	Viitteenne	Vuosi	Eräpäivä (pp-kk-vvvv)	Kulut EUR	Saa raueta	Muu maksaa
Suomi	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	763		
Sveitsi	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	572		
Sveitsi	0994736	Vivoxid Oy	SULAMUOVI	15	31.7.2012	572		
Tanska	1315771	Vivoxid Oy	Biologisesti aktiivinen materiaali	12	31.7.2012	565		
Japani	4199545	Vivoxid Oy	A61L27/30 Soft tissue	5	10.10.2012	545		
USA	7527804	Vivoxid Oy	A61L27/30 Soft tissue	3.5	5.11.2012	1256		
USA	6248344	Vivoxid Oy	LONKKAPROTPINNOITUS	11.5	19.12.2012	2402		

Pidätämme oikeuden mahdollisiin muutoksiin valuuttakursseissa ja maksuissa.

Summa 25860

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